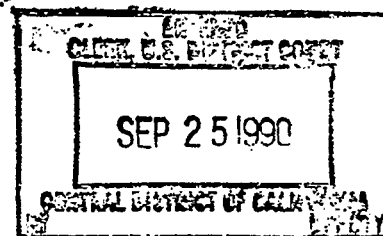
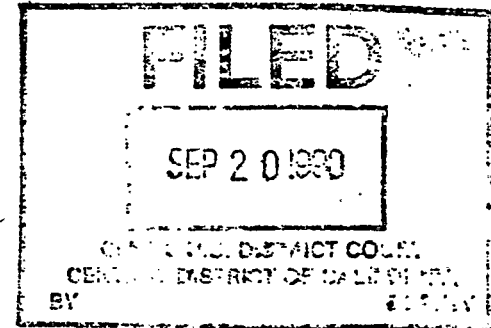


RESEARCH FOR ORGANIC
ROTC/SUN VALLEY

SFUND RECORDS CTR
32703

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22 Attorneys for Plaintiff



13 UNITED STATES DISTRICT COURT
14 FOR THE CENTRAL DISTRICT OF CALIFORNIA

15 UNITED STATES OF AMERICA,)	NO. CV 88-02418-WDK (Ex)
16)	
17 Plaintiff,)	<u>PARTIAL CONSENT DECREE</u>
18)	
19 v.)	<u>AND ORDER</u>
20)	
21 MARIANNE PRATTER, aka)	
22 MARIANNE BUNZEL: ADVENT)	
23 LABORATORIES, INC.; JUAN C.)	
24 COMPANY; and MARIA COMPANY,)	
25)	
26 Defendants.)	
27)	
28)	

23 WHEREAS, the United States of America ("United States" or
24 "Plaintiff"), on behalf of the Administrator of the United
25 States Environmental Protection Agency ("EPA"), filed the
26 Complaint in this action on April 29, 1988, against Marianne

1 Pratter aka Bunzel ("Pratter"), Advent Laboratories, Inc.
2 ("Advent"), and Juan C. and Maria Company ("Company's"),
3 pursuant to Section 107 of the Comprehensive Environmental
4 Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C.
5 § 9607, as amended, to recover costs incurred by the United
6 States in responding to alleged releases or threatened releases
7 of hazardous substances at a warehouse located at 9068 De Garmo
8 Avenue, Sun Valley, Los Angeles County, California;

9 WHEREAS, the United States and the Company's hereby
10 agree to the making and entry of this Partial Consent Decree
11 without any admission of liability or fault;

12 WHEREAS, the United States and the Company's are
13 mutually desirous of settling the United States' claims and
14 agree that entry of this Partial Consent Decree is intended to
15 avoid further expensive and protracted litigation, that the
16 Partial Consent Decree is made in good faith and that
17 settlement is in the public interest;

18 NOW, THEREFORE, before adjudication of the merits of
19 this case, it is hereby ORDERED, ADJUDGED AND DECREED as
20 follows:

21 I. JURISDICTION

22 This court has jurisdiction over the subject matter of
23 this action and has personal jurisdiction over the parties to
24 this action pursuant to 28 U.S.C. §§ 1331, 1245, 1355, and
25 42 U.S.C. §§ 9607(a), and 9613(b). The Complaint of the United
26 States state a claim upon which relief may be granted. The
27
28

1 parties hereto agree to be bound by the terms of this Consent
2 Decree and Defendants shall not challenge the court's
3 jurisdiction to enter and enforce this Decree.

4 **II. PARTIES BOUND**

5 This Consent Decree shall be binding upon Settling
6 Defendants, their successors and assigns, and upon the United
7 States on behalf of EPA. Each undersigned representative of
8 Settling Defendants certifies that he or she is fully
9 authorized to enter into and execute this Consent Decree, and
10 to bind Settling Defendants to this Decree.

11 **III. DEFINITIONS**

12 Certain terms used in this Consent Decree are defined
13 as follows:

14 A. "Site" as used herein means the industrial
15 warehouse and the real property thereof located at 9068
16 De Garmo Avenue, Sun Valley, Los Angeles County, California,
17 more particularly described as: Lot 9 of Tract No. 8727 in the
18 City of Los Angeles, as per map recorded in Book 110, Pages 65
19 and 66 of Maps, in the office of the County Recorder of the
20 County of Los Angeles;

21 B. "Response Costs" means all cleanup costs, including
22 administrative, investigative, and legal expenses (including
23 attorney's fees) and prejudgment interest, alleged to have been
24 incurred by the United States in connection with the Site
25 pursuant to CERCLA, up to and including the date of lodging of
26 this Consent Decree;

1 C. "Settling Defendants" collectively refers to the
2 Companys;

3 D. Terms not otherwise defined herein shall have their
4 ordinary meaning unless defined in 42 U.S.C. § 9601, in which
5 case the definition in § 9601 shall control.

6 IV. REIMBURSEMENT OF RESPONSE COSTS

7 A. On the date on which this Decree is lodged with the
8 Court, the Companys shall deliver to the United States a
9 certified or cashier's check in the sum of One Hundred Ten
10 Thousand Dollars (\$110,000.00).

11 B. The payment required under Paragraph A above shall
12 be made payable to the "EPA Hazardous Substance Superfund" and
13 shall be delivered to: Gary A. Feess, United States Attorney,
14 312 North Spring Street, Los Angeles, California 90012. The
15 payment shall make reference to United States v. Fratter, et
16 al., CV 88-2418-WDK(Ex) (C.D. Cal.), Department of Justice File
17 No. 90-11-3-285, EPA Site No. A1, and shall contain the name
18 and complete address of the paying Defendant. At the time of
19 transmittal, the Settling Defendants shall send copies of the
20 check and transmittal letter to:

21 Martha L. Black
22 Assistant Regional Counsel, Region IX
23 United States Environmental Protection Agency
24 215 Fremont Street
25 San Francisco, California 94105

26 David T. Buente
27 Chief, Environmental Enforcement Section
28 Land and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

1 The check delivered pursuant to Paragraph A shall be
2 held by the United States Attorney's Office until the Consent
3 Decree is entered by the Court. Upon entry of the Consent
4 Decree, the check shall be sent by the United States Attorney's
5 Office to the United States Environmental Protection Agency-
6 Region IX, ATTN: Superfund Accounting, P.O. Box 360863M,
7 Pittsburgh, Pennsylvania 15251 for deposit in the Hazardous
8 Substance Superfund.

9 V. COVENANT NOT TO SUE/REMOVAL OF LIEN

10 A. In consideration of Settling Defendants' payment as
11 provided in Section IV above, and upon such payment being
12 timely made, the United States covenants not to sue, execute
13 judgment, to take any other civil judicial action or civil
14 administrative action on behalf of EPA against the Settling
15 Defendants for Response Costs, as defined in Section III.B of
16 this Decree. The United States further agrees that upon full
17 payment of all sums that the Companys are required to pay
18 herein, the United States shall cause to be recorded in the Los
19 Angeles County Recorder's Office the necessary documentation to
20 release the Lien, dated September 24, 1987 and recorded on
21 September 30, 1987 as instrument number 87-1564261, Official
22 Records of the County of Los Angeles.

23 B. Nothing in this Decree is intended to be, nor shall
24 it be construed as, a release or covenant not to sue for any
25 claim or cause of action, administrative or judicial, civil or
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1 criminal, past or future, in law or in equity, which the United
2 States or EPA may have against the Settling Defendants for:

3 (1) any liability as a result of failure to make
4 timely payments as required by this Decree; or

5 (2) any matters not expressly included in this Decree,
6 including, without limitation, any liability for i) damages to
7 federal natural resources, ii) criminal liability, iii) any
8 future investigation or response actions at the Site. Based on
9 communication with the Los Angeles County Department of Health
10 Services, Environmental Section, at present neither the EPA nor
11 the other parties to this action are aware of the need for
12 further investigation or response action at the site. EPA
13 completed its response actions at the site as set forth in the
14 On-Scene Coordinator's Report prepared by EPA and the Technical
15 Assistance Team's Report prepared for EPA in this matter
16 (Attached hereto as Appendix A).

17 C. All claims or defenses which the Plaintiff or
18 Settling Defendants may have against any other person or entity
19 not a party to this Partial Consent Decree, including those
20 against Marianne Pratter and Advent Laboratories, and including
21 but not limited to, claims for indemnity or contribution
22 pursuant to § 113(f) of CERCLA, are expressly reserved. No
23 claim or cause of action is released through or by this Partial
24 Consent Decree against Marianne Pratter or Advent Laboratories.
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VI. WAIVER OF CLAIMS

In consideration of the entry of this Decree, Settling Defendants agree not to make any claims against the Hazardous Substance Superfund established by 26 U.S.C. § 9507, including any claim pursuant to Section 111 and 112 of CERCLA, 42 U.S.C. §§ 9611 and 9612, or any other provisions of law, directly or indirectly, for Response Costs or for attorney's fees related to this action and this Consent Decree.

VII. MODIFICATION

There shall be no modification of this Partial Consent Decree except by written agreement of the parties and approval by the Court. This Partial Consent Decree represents final judgment in this action under Rule 54 of the Federal Rules of Civil Procedure against the Settling Defendants and this Court retains jurisdiction over this Decree to enforce, construe, implement, modify, or terminate the terms of the Decree, or to provide any further relief as the interest of justice may require, consistent with this Decree.

VIII. TERMINATION

The obligation of the Settling Defendants shall terminate upon confirmation by the United States that timely payment of the full amount set forth in Section IV of this Decree has been made.

IX. EFFECTIVE DATE

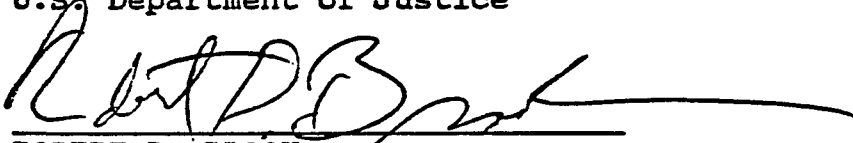
The effective date of this Decree shall be the date on which the Decree is entered by the United States District Court for the Central District of California.

FOR THE PLAINTIFF:

UNITED STATES OF AMERICA

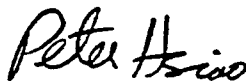


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DANIEL W. MCGOVERN
Regional Administrator
Region IX
U.S. Environmental Protection Agency
San Francisco, California

1 OF COUNSEL:

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3 Office of Regional Counsel
4 Region IX
5 U.S. Environmental Protection Agency
6 San Francisco, California

7 FOR SETTLING DEFENDANTS:

8 Juan C. Company
9 JUAN C. COMPANY

10 Maria Company
11 MARIA COMPANY

12 JAFFE, TRUTANICH, SCATENA and BLUM

13
14 By: Julius Mil
15 Attorneys for the defendants
16 Juan C. Company and Maria Company

17 APPROVED AND ENTERED THIS 20th DAY OF September, 1989.

18
19 WILLIAM D. KELLER

20 United States District Judge
21 Central District of California
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